

THE JUDICIARY, STATE OF HAWAII

**INVITATION FOR BIDS
NO. J08160**

TO

**FURNISH, DELIVER, INSTALL,
MAKE OPERATIONAL, LEASE, AND MAINTAIN
IBM Z9-BC-C01 MAINFRAME,
ASSOCIATED EQUIPMENT,
AND
Z/OS OPERATING SYSTEM SOFTWARE**

November, 2007

NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

Registration

Submit FAX or E-MAIL to: FAX No.: (808) 538-5802
E-mail Address: jonathan.h.wong@courts.state.hi.us

Provide the following information:

- | | | |
|------------------------|--|--------------------------|
| 1) Name of Company | • Mailing Address | • Name of Contact Person |
| 2) Telephone Number | • FAX number | • E-mail Address |
| 3) Solicitation Number | • Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) | |

THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

INVITATION FOR BIDS NO. J08160


Competitive sealed bids TO FURNISH ,DELIVER, INSTALL, MAKE OPERATIONAL, LEASE, AND MAINTAIN an IBM Z9-BC-C01MAINFRAME, ASSOCIATED EQUIPMENT, AND Z/OS OPERATING SYSTEM SOFTWARE TO THE JUDICIARY, STATE OF HAWAII, will be received at:

The Judiciary, State of Hawaii
Financial Services Division
Kauikeaouli Hale (District Court Building)
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to **DECEMBER 13, 2007 , 2:00 P.M. HST,**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Information", "Business with the Judiciary", and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Invitation for Bids may be directed to Curtis Yamura of the Judiciary Information Technology and Communications Division at (808) 538-5369, FAX (808) 538-5355, email curtis.m.yamura@courts.state.hi.us; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email jonathan.h.wong@courts.state.hi.us.



Janell Kim
Financial Services Administrator

(Judiciary & SPO Websites: November 30, 2007)

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SECTION ONE - INTRODUCTION AND SIGNIFICANT DATES

1.1 PURPOSE

The purpose of this IFB is to replace aging IBM mainframe computing equipment by:

1. Replacing the aging equipment
2. Upgrading the operating system
3. Acquiring additional software
4. Acquiring maintenance for the equipment and software
5. Acquiring all necessary services to migrate operations from the old system to the new system
6. All the above through a 60 month pure/straight lease arranged through the contractor.

1.2 SCOPE OF CONTRACT

The scope of the resulting contract is to enter into a 60-month pure/straight lease agreement for a replacement IBM mainframe computer system. This installation shall include a new IBM Z9-BC-C01 mainframe, associated equipment, z/OS software, services for installation and maintenance for that hardware and software, licensing, services support for associated operating system software, and all other work services presented in this solicitation. Installation shall be at the Judiciary's computer center located on the 1st floor of the Kauikeaouli Building, 1111 Alakea Street, Honolulu, Hawaii, 96813.

The proposed equipment and supporting software shall, at minimum, be capable of maintaining the full and effective operation of all other existing equipment and software in use by the Judiciary. Hardware modifications shall be limited only to the proposed equipment for the purpose of compatibility with existing operations and equipment. Software modifications or substitutions to the operating system or any of its subsystems may be disallowed if the Judiciary determines that any part of its implementation requires collateral costs which may be disruptive to its staff or operations.

The Offeror shall warrant that existing software and hardware items listed below will successfully execute on the proposed equipment.

This is a restricted brand bid. Offeror shall bid on new IBM, Inc., brand equipment ONLY; bids on any other brand will not be accepted.

1.3 SIGNIFICANT DATES

Advertisement November 30, 2007
Deadline for Questions 2:00 p.m., December 7, 2007
Response to Written Questions December 10, 2007
BID OPENING DECEMBER 13, 2007

Est. Bid Award December 17, 2007
Est. Contract Execution December 28, 2007
Parallel Running of Old and New Systems to Begin January/February, 2008
Cut-over to New System, Initial Acceptance, Payment Start Date March 3, 2008

END OF SECTION ONE

SECTION TWO - BACKGROUND

The Judiciary, State of Hawaii leases an IBM Multiprise 3000 Model H30 computer system. The end of the lease has been reached and the computer and peripheral equipment is in need of a technology refresh and, therefore, needs to be replaced with the newer IBM Z9-BC-C01 mainframe, associated equipment, and z/OS operating system software as specified in this solicitation.

The existing IBM Multiprise 3000 Model H30, IBM software, IBM 3590 Magstar Tape Drives, and IBM RAMAC Storage System are currently on a month-to-month maintenance through IBM Credit Corp. Offeror's bid shall include any remaining payoff or rollover of any outstanding obligation, plus the cost of the replacement system hardware, IBM software, maintenance, services, disposal/return of the H30 and applicable peripheral devices, etc..

Offeror shall confirm the above with IBM Credit Corp.

END OF SECTION TWO

SECTION THREE - TECHNICAL SPECIFICATIONS

3.1 GENERAL

Technical Specifications in this section are mandatory, unless stated as optional, and are stated in terms of minimum capacities and characteristics required by the Judiciary. The Offeror shall provide equipment and services to replace the existing IBM Multiprise 3000 Model H30 mainframe with an IBM Z9-BC-C01 mainframe and z/OS operating system software, replace the existing IBM RAMAC Storage System with an IBM DS6800 Storage System and replace the existing IBM 3590 Magstar Tape Drives with IBM 3592 Tape Drives. Additionally, the Offeror will assist in upgrading any non-IBM software to ensure that Judiciary operations will retain its current level of operations on the new hardware and software. The furnishing, delivery, installation, lease, and maintenance of the IBM Z9-BC-C01 computer system, associated equipment, z/OS operating system software, and associated software shall be in accordance with the Special Provisions, Technical Specifications, and General Conditions in this solicitation.

3.2 CURRENT EQUIPMENT AND SOFTWARE CONFIGURATION

The IBM Z9-BC-C01 mainframe, associated hardware, z/OS operating system, and associated software shall be able to run all programs operating on the existing IBM Multiprise 3000 Model H30 mainframe, SN 1128C, associated hardware and z/OS operating system. In the event that there are hardware or software incompatibility issues, the Offeror will include in its bid the cost for services to install, configure, test and make operational those upgrades.

The current IBM Multiprise 3000 Model H30 mainframe configuration is:

3.2.1 HARDWARE

PRODUCT	DESCRIPTION	QTY
7060-H30	S/390 MULTIPRISE 3000	1
0013	H30 PROCESSOR W/O CRYPTO	1
0808	CRYPTO HDW NOT INSTALLED	1
1540	ESCON ADAPTER CARD	4
1541	PARALLEL ADAPTER CARD	6
1624	H30 MEMORY UNIT, 1GB	1
2104	SSA EXTENDER CARD	1
2107	SSA ADAPTER CARD (SE DASD)	1
2110	9.1 FB SSA DASD	3
2556	US/CN 220V 1800MM/5.9FT	1
2600	4-MM DDS-3 DAT TAPE DRIVE	1
2620	CD ROM	1
2640	3.5" FLOPPY DISK DRIVE	1

PRODUCT	DESCRIPTION	QTY
2701	SERVICE ELEMENT	1
2805	MONITOR 19IN, MODEL P92	1
3000	BASE FRAME	1
3050	DASD CAGE	1
3051	I/O CAGE	
3052	MEDIA CAGE	1
4000	TOKEN RING ADAPTER	1
4001	ETHERNET ADAPTER	1
4010	BRIDGE CARD	1
4011	RS-422 ADAPTER	1
4013	PCI AIR FLOW	2
4014	ISA AIR FLOW	2
9930	NORTHERN HEMISPHERE	1
	RAMAC STORAGE SYSTEM	
9390	Storage Control Model 1	1
9391	Storage Frame	1
9392	RAMAC 3 Drawers	11
3590-A60	Magstar Controller	1
2710	Remote Support Facility	1
3412	Dual ESCON Attachment	1
9000/390	Attached to ES/9000 or S/390	1
9059/3590	Drive Attached	1
9667	Plant Install A60 In A14	1
3590-B11	Tape Drive w/RACL	2
9000	Attached to ES/9000 or S/390	2
9590	No Data Cartridges	2
9631	Plant Install Drive	2
9790	Magstar Ultra SCSI Attach	2
3599-A14	Frame for Mounting Dr Rear Srv	1
9000/390	Attached to ES/9000 or S/390	1
9631	Plant Install Drive	2
9667	Plant Install A60 in A14	1

PRODUCT	DESCRIPTION	QTY
3480-A22	Mag Tape Control Unit	1
1511	Channel Attach	1
3307	IDRC (Improve Data Recording Capability) w/ 4.5MB Channel & 2MB buffer	1
9066	White	1
9903	108 Volt	1
3480-B22	Mag tape drives	6
2511	Auto Cartridge Loader	6
9903	208 Volt	6
3745	Communications Controller	1
3174-1L	Control Unit	1
3274-41A	Control Unit	3
3274-41D	Control Unit	2

3.2.2 IBM SOFTWARE CURRENTLY INSTALLED

PRODUCT	PRODUCT DESCRIPTION
5694-A01	z/OS v1 Base
5694-A01	z/OS v1 RMF Feature
5694-A01	z/OS SDSF
5648-063	NCP v7
5697-B82	Tivoli/Netview v1.4
5655-041	ACF/SSP v4.8
5697-E93	CICS TS v2.2 for z/OS
5648-A25	COBOL for MVS & VM v1.2
5648-B33	AFP Font Collection for MVS
5655-B17	PSF Compatibility Fonts
5655-B17	PSF v3 Base for OS/390
5688-190	PPFA/370
5688-191	OGL/370

3.2.3 NON-IBM SOFTWARE CURRENTLY INSTALLED

COMPANY	PRODUCT
Computer Associates	PanValet v14.4 CA90s V1.0 CA-Sort v7.1 TOPSecret v5.0 Intertest 6.1 CA-Spool v2.0 CA-APAS/Insight 351 CA-PLEU 351 CA VISION: Results v7.0
Innovation Data Processing	FDR 5.2/63p
Merant	Micro-Focus (AAI) v5.0
Oracle	Oracle 9i Client Oracle Access Manager for CICS 9.2.5
Phoenix Software International	Falcon 14
Software AG	ADABAS v713 NATURAL v316 NATURAL Security v316 Predict v422

3.3 PROPOSED PROPRIETARY EQUIPMENT AND SOFTWARE

The following equipment and software are to be provided by Offeror and included in their bid:

3.3.1 REQUIRED MAINFRAME COMPONENTS

The Judiciary will accept newly manufactured IBM equipment in the following list:

PRODUCT	DESCRIPTION	QTY
2096-R07	IBM System z9 Business Class	1

0084	HMC	1
0089	SE-Ethernet Switch	1
0114	Cargo Cage Airflow Cd	25
0155	Orbit CEC	1
0160	Fan-out Card	2
0161	MBA Fan-out Airflow	6
0323	STI-A8 Card Mother	1
0325	STI-MP Card Daughter	2
1115	Model R07	1
1502	2 GB Memory Card	4
2323	16 Port ESCON	2
2324	ESCON Channel Port	6
2699	Memory Airflow	4
2901	8GB LICCC Enabled Memory	1
3067	Support Element w/ Dual E	2
3322	FICON Express4 SX	2
3366	OSA-Express2 100BASE-T E	2
4909	1-Way Processor C01	1
5809	C01 Capacity Marker	1
6094	17 inch flat panel	1
7842	CP-C	1
8987	14 ft 250v 3 PH Cord	1
9967	Site Tool Kit	1

3.3.2 REQUIRED ESCON CONVERTERS COMPONENTS

The Judiciary will accept newly manufactured equipment in the following list:

PART NO	DESCRIPTION	QTY
34600	Optica 34600 FXBT ESCON to Bus/Tag Converter	10
149510	Bus/Tag Y-cable, 78pin to Bus & Tag, 15'	10
02-JJ-6P-13M	MTRJ-MTRJ jumper, 62.5 micron, plenum, 13 meters (43')	10
34621	19" converter rack mounting assembly (holds up to 8 converters)	2
34623	Rack mounting bracket for 34600 (one required for each 34600)	10
34625	Rack mounting filler plate (one for each unused slot)	6

CAB-30	30"Hx24"Wx32"D cabinet, holds up to 16 converters	1
POWER-8	8-position power strip, rack mountable, 15amp	2

3.3.3 REQUIRED ADDITIONAL IBM SOFTWARE

PRODUCT	DESCRIPTION
5694-A01	z/OS v1 DFSMS dss
5694-A01	z/OS v1 DFSORT
5694-A01	z/OS v1 Security Server

3.3.4 REQUIRED STORAGE SYSTEM COMPONENTS

The Judiciary will accept newly manufactured IBM equipment in the following list:

PRODUCT	DESCRIPTION	QTY
2101-200	STORAGE SOLUTIONS SYSTEM	1
9006	INTEGRATE WITH DS6000	1
9188	SIDE MOUNT 1-PHASE PDUS-BASE	1
9300	LANGUAGE GROUP - US ENGLISH	1
9854	PWR CORDS, 1-PH NEMA L6-30	1
1750-522	IBM SYSTEM STORAGE DS6800	1
0603	3YR EXT WARRANTY INDICATOR	1
0800	INTEGRATE IN 2101-200 RACK	1
0947	OTHER OS	1
1211	MODEM COUNTRY GROUP M01	1
1320	SHORT WAVE SFP PAIR	2
1355	31M 50 MICRON LC - LC CABLE	4
2058	2GB -73 GB 15K DRIVE SET	2
2991	DISK DRIVE FILLER SET	2
5010	OEL - 1 TB	1
5210	PTC - 1 TB	1
5920	FICON ATTACHMENT	1
9019	ENGLISH TRANSLATION MATERIALS	1
1725-322	3YR EXT WARRANTY 1750-522	1

3.3.5 REQUIRED TAPE DRIVE SYSTEM COMPONENTS

The Judiciary will accept newly manufactured IBM equipment in the following list:

PRODUCT	DESCRIPTION	QTY
3592-C06	TS1120 Tape Controller	1
2720	TS3000 System Console	1
3062	Drive-to-Switch Cable/Rack	2
3441	FICON SW Attachment	2
3478	Dual Ported Fibre Adapters	1
4641	Install Controller in Rack	1
9000	zSeries ESCON/FICON Attach	1
9478	3592 Drive Attach to C06	1
9493	Direct Connect Drive/Plant	1
9595	CU Encryption Configuration/Plant	1
9762	50-Micron LC/LC Fibre 31m Cable	2
3592-E05	IBM TS1120 Tape Drive	1
4674	Install 3592 in Rack	1
4812	Right Drive Cradle in Rack	1
6013	13 Meter LC/LC Fibre Channel Cable	1
9000	zSeries ESCON/FICON Attach	1
9592	Encryption Capable - Plant	1
9596	Encryption Configuration - Plant	1
3592-E05	IBM TS1120 Tape Drive	1
4674	Install 3592 in Rack	1
4802	Left Drive Cradle in Rack	1
6013	13 Meter LC/LC Fibre Channel Cable	1
9000	zSeries ESCON/FICON Attach	1
9592	Encryption Capable Plant	1
9596	Encryption Configuration - Plant	1

PRODUCT	DESCRIPTION	QTY
7014-T00	7014-T00 IBM RS/6000 Rack Model T00	1
0205	Rack Content Specify: 3592/J1A/E05 - 10 EIA	1
6098	Side Panel for 1.8 or 2.0 Meter Rack (Black)	2
6246	Front Trim Kit For 1.8 Meter Rack (Black)	1
6654	7188/9188 PDU to Wall, 4.3M, 24A, NEMA L6-30 Plug	1
9188	PCU Specify-Base/Side Mount, Universal UTG0247 Connector	1
9300	US English Nomenclature	1

3.4 POWER REQUIREMENTS

Offeror shall determine appropriate power requirements pursuant to the specified equipment and
SECTION 3.6.1 SITE PREPARATION.

3.5 EQUIPMENT AND SOFTWARE INSTALLATION

3.5.1 SITE SURVEY

Prior to Bid Opening, Offerors shall conduct a site survey and certify that their proposed equipment will operate after it is installed in the area proposed by the Judiciary located at 1111 Alakea Street, 1st Floor Computer Room of the Kauikeaouli Hale Building, Honolulu, Hawaii. The site survey can be scheduled with Curtis Yamura, Court Systems and Services Branch Chief, at 538-5355. If Offeror determines that changes to the operating environment are required to accommodate the equipment, the Offeror shall fully describe the changes in the Bid Submission Packet.

Specific areas of Judiciary concern are power, cooling, floor strength, floor height, service clearances, and delivery/installation requirements service clearances, and delivery/installation requirements.

3.5.2 PROJECT MANAGER

The Offeror shall identify their Project Manager who will be responsible for the the site preparation, installation, migration, acceptance testing and removal of old equipment. The Offeror's Project Manager shall be on-site or located on the island of Oahu and shall coordinate and communicate with the Judiciary Officer-in-Charge to insure timely and effective implementation. The Project Manager shall have a minimum of three (3) years of project management experience related to the above described type of

implementation. The Offeror will provide the name of the Project Manager(s) on the Offeror Information form.

3.5.3 PROJECT PLAN

The Project Manager will submit a detailed project plan immediately after the Contract Commencement date indicated on the Notice to Proceed to enable the Judiciary to migrate successfully from the current hardware and software to the new hardware and software environment. Project activities to be addressed and detailed should include, but are not limited to the performance of the following tasks:

- a. Project management and administrative tasks;
- b. Required site preparation and existing equipment de-installation tasks;
- c. Required hardware and software delivery and installation planning tasks;
- d. Install, customize and implement Z9-BC-C01:
 1. Build and customize a z/OS v1.8 system on the z9-BC-C01;
 2. Assist Judiciary staff in installing Judiciary OEM software on the z9 - this will include assisting Judiciary staff in upgrading the OEM software to ensure proper operation on a z9 running z/OS v1.8;
- e. Install and implement the 3592 Tape System, ensuring the migration of data from the existing 3590 Magstar Tape System to the 3592;
- f. Install and implement the DS6800 Storage System, ensuring the migration of data from the existing RAMAC to the DS6800;
- g. Test Z/OS V1.8 on Z9-BC-C01 for Production Implementation;
- h. Train operators and Systems staff;
- i. Implement Z9-BC-C01 into Production Environment;
- j. De-install and remove Multiprise 3000 Model H30 & applicable peripherals;

Note that during the installation, build, customization and test phases, the Contractor will need to provide accommodations to allow parallel access to that equipment that will be retained such as line printers and communications devices such as the IBM 3745 in order to allow the Judiciary the ability to thoroughly test the new hardware and software.

3.5.4 PARALLEL OPERATION

Initial acceptance shall occur when the new equipment has been running all pre-existing production jobs, executing on the z/OS v1.8 operating system, parallel with the existing

equipment, error free, for a minimum period of 30 calendar days. Installation, initial acceptance, parallel operation and cut-over to the new equipment shall be completed by date indicated in Section 1.3, Significant Dates. (See also **SECTION 4.9, PROJECT ACCEPTANCE.**)

3.6 SITE PREPARATION, DELIVERY, AND TRANSPORTATION

3.6.1 SITE PREPARATION

Offeror shall be responsible for identifying all deficiencies in the Judiciary's Computer Room operating environment in the Computer Room's ability to meet the manufacturer's operating environment specifications for the new equipment. The Offeror shall provide detail changes on all aspects of the operating environment to remedy those deficiencies in order to satisfactorily provide an environment to meet those specifications. The Offeror shall fully describe those changes in the Bid Submission Packet.

3.6.2 DELIVERY OF EQUIPMENT

Upon execution of the contract, The Judiciary will submit to Contractor a Notice to Proceed indicating the official Commencement Date. In reference to **SECTION 1.3, SIGNIFICANT DATES**, the Contractor shall develop and submit to the Officer-in-Charge the schedule of events to expedite delivery of equipment. Equipment shall be delivered within 75 days of the commencement date.

The Contractor shall deliver the equipment on the date agreed upon by the Officer-in-Charge to the following location:

The Judiciary, State of Hawaii
Information Technology and Communications Division (ITCD)
Kauikeaouli Hale
1111 Alakea Street, 1st Floor Computer Room
Honolulu, Hawaii 96813

"Deliver" means the transportation of all equipment to the site: uncrating; unpacking; removal of crating, packing and skidding; and the positioning of the equipment, and related equipment, for installation.

If the requested equipment is superseded by an upgraded model and is no longer manufactured at the time of the commencement date indicated on the Notice to Proceed, the Contractor shall provide and install the then comparable, upgraded model with no additional charges to the Judiciary.

3.7 REMOVAL OF EQUIPMENT

The Contractor will be responsible for removal of all equipment, cabling, etc. of replaced equipment from Judiciary property. Activity to include, but not be limited to: packing and

removal of unused cabling, and packing and removal of replaced equipment.

3.8 SERVICE AND SUPPORT REQUIREMENTS

3.8.1 MAINTENANCE AND SERVICE SUPPORT PERSONNEL

The Contractor shall provide manufacturer trained and certified personnel to perform service, support and maintenance on the software and equipment bid for the duration of the contract. The staff of support personnel shall consist of at least five (5) people meeting the specified minimum qualifications in the following categories:

a.. Hardware Maintenance Personnel

The Judiciary requires a minimum of three (3) Engineers, each with a minimum of three (3) years experience maintaining IBM Z9-BC-C01 equipment. Hardware maintenance personnel shall be available on Oahu twenty-four (24) hours per day, seven (7) days per week, including holidays.

b. System Specialist

The Judiciary requires a minimum of one (1) System Specialist to be available to the Judiciary at no additional cost for defect support. Costs for integrating new components and tuning the system shall be included as part of Items No.5, 6, 7, 8 of the COST SUMMARY WORKSHEET. The System Specialist shall have a minimum of three (3) years experience in systems management, performance analysis and tuning for the Z9-BC-C01 equipment and software. The System Specialist shall be available to the Judiciary to assist in an on-going basis and shall respond within two (2) hours of request from 8:00 a.m. to 5:00 p.m., Monday through Friday, including holidays.

c. Storage Specialist

The Judiciary requires a minimum of one (1) Storage Specialist to be available to the Judiciary at no additional cost for defect support. Costs for integrating new components and tuning the system shall be included as part of Item No.12 of the COST SUMMARY WORKSHEET. The Storage Specialist shall have a minimum of three (3) years experience in storage administration, management, performance analysis and tuning for the DS6800 equipment and software. The Storage Specialist shall be available to the Judiciary to assist in an on-going basis and shall respond within two (2) hours of request from 8:00 a.m. to 5:00 p.m., Monday through Friday, including holidays.

d. Installation Planning Specialist

The State of Hawaii, Judiciary, requires an Installation Planning Specialist with a minimum of three (3) years experience to assist the Judiciary by providing recommendations and guidance in the following areas:

New and Existing Machine Placement and Location/Room Layout. The

Judiciary requires the Installation Planning Specialist to guide the process to determining proper service clearances, cable layouts, and cable lengths.

Electrical Requirements. The Judiciary requires the Installation Planning Specialist to assist with determination of electrical specifications and power requirements of machines for optimum machine installation and operation.

Cooling Requirements. The Judiciary requires the Installation Planning Specialist to assist with determination of machine cooling requirements, both air conditioning and water cooling, in order to design cooling systems for optimum machine operation.

Environmental Factors. The Judiciary requires the Installation Planning Specialist to assist the Judiciary in measuring and/or determining the source of environmental problems such as radio frequency interference, voltage fluctuations, inadequate cooling/air conditioning, etc. If environmental problems are identified, the Judiciary requires a detailed recommendation to eliminate those environmental problems.

The Judiciary will not accept a single person as functioning in multiple categories with the exception of the Installation Specialist and hardware maintenance categories, i.e., the Judiciary expects a separate Storage Specialist and Systems Specialist.

Because of the importance that the Judiciary places on maintenance and support, an adequately staffed local office is mandatory. Required staffing levels will insure the availability of support personnel in the event personnel become unavailable due to causes beyond the control of the Contractor. The Offeror shall provide the names, title, and years of experience for those individuals on Offeror Information form.

3.8.2 HARDWARE MAINTENANCE

3.8.2.1 EQUIPMENT WARRANTY

- a. Equipment furnished shall be guaranteed by the Contractor for a minimum period of one (1) year or as guaranteed by the manufacturer, whichever is longer, against defects resulting from the use of defective or inferior materials or from negligent workmanship, or against all design and manufacturing defects.
- b. The Contractor shall replace or repair any defective workmanship and/or material at no cost to the Judiciary for parts and labor during the warranty period, provided such defects are not due to willful abuse or gross negligence on the part of the Judiciary.

3.8.2.2 PARTS AVAILABILITY

The Contractor is required to maintain a parts inventory on the island of Oahu in a nearby local office or storage facility maintained by the Contractor's service representatives. The Judiciary requires that the Contractor maintain a local parts

inventory of at least 95 percent of parts required to effect immediate repairs. The Offeror shall be prepared to demonstrate his local parts inventory management system to the Judiciary upon two (2) days notice. The demonstration shall include, but not be limited to, showing the local inventory level/reorder procedures in order that the Judiciary may verify that 95 percent parts availability levels are maintained. For parts unavailable locally, the Offeror will provide information on the locations, procedures, and time required to obtain parts from other sources.

3.8.2.3 PARTS NON-AVAILABILITY

In the event that a failing component or part is not available from the local parts inventory, the Contractor shall be required to air freight the failing component or part to the equipment site at the Contractor's own expense.

For those situations where the equipment is not operational, air freight of the failing component or part shall be at the equipment site no later than 12 hours after the identification of the failing component or part unless other arrangements have been made with the Judiciary.

For those situations where the equipment is operational but not fully functional, air freight of the failing component or part shall be at the equipment site on an average of 18 hours from the identification of the failing component or part.

The Judiciary's Information Technology & Communications Division will be the sole judge in determining if the component or part is required within 12 or 18 hours.

3.8.2.4 DIAGNOSTIC TOOLS AND TEST EQUIPMENT

The Judiciary requires all special diagnostic tools and test equipment designated by the manufacturer necessary to detect, isolate, and correct machine malfunctions be available at the local service office or Judiciary's Computer Center.

3.8.2.5 HARDWARE MAINTENANCE CHARGES

The Offeror shall include in the bid proposal an IBM Corp. equipment maintenance contract covering all parts and labor including warranty, at a pre-determined fee for 60 months after acceptance by the Judiciary.

3.8.2.6 PERIODS OF MAINTENANCE SERVICE

The Offeror's hardware maintenance staff shall be able to respond on an on-call basis, twenty-four (24) hours a day, seven (7) days a week, including holidays. The Judiciary requires that the maintenance staff call back within twenty (20) minutes after the initial trouble call. If the Judiciary requires on-site assistance,

the Contractor's maintenance staff shall respond on-site within two (2) hours.

3.8.2.7 PROBLEM ESCALATION FOR ON-SITE REPAIR

The Judiciary recognizes that complex maintenance problems may occur which require service resources beyond that available at the local level. It then becomes mandatory for the Contractor to make available to the Judiciary, at no extra charge, hierarchies of support to quickly isolate and resolve these complex equipment malfunctions.

When equipment fails or becomes inoperative, corrective maintenance will be provided as follows:

- a. After Contractor's service personnel arrives at the Judiciary's installation to respond to a corrective maintenance call and the equipment malfunction has not been diagnosed and repair begun within two (2) hours of the time of arrival of the service personnel, the Contractor will utilize second-level technical support. In the event four (4) additional hours elapse from the time of response of the second-level technical support and the equipment malfunction has not been diagnosed and repair begun, the Contractor will utilize third-level technical support. If such a failure remains unsolved for twelve (12) hours, a higher level of support service personnel will be invoked.
- b. Second Level Technical Support. A local support engineer or system specialist with additional training and/or experience who specializes in providing diagnostic assistance and/or repair expertise when a problem cannot be resolved at the initial level of support.
- c. Third Level Technical Support. A specialist who has received in-depth specialized training and/or experience and who specializes in providing diagnostic assistance and consultation to assist on unusually complex problems that cannot be resolved at the first or second support levels.
- d. Higher Level Support. A specialist who has received in-depth specialized training and/or experience beyond the Third Level Technical Support Specialist and specializes in providing diagnostic assistance and consultation to assist in unusually complex problems that cannot be resolved at the first, second, or third support levels.

3.8.2.8 MAINTENANCE FACILITIES

The Judiciary shall provide adequate working space and utilities including ventilation, lighting, telephone, and electrical power sources for the use of the Contractor's maintenance personnel. These utilities shall be in close proximity to the machines to be serviced and shall be provided at no charge to the Contractor.

The Judiciary will provide a suitable environment for the machines as specified by the manufacturer and provide the Contractor full, free, and safe access to the

machines for the performance of maintenance services, as much as reasonably practicable.

3.8.2.9 EQUIPMENT MAINTENANCE CONTRACT

The Offeror shall include IBM Corp. maintenance agreements with the Bid Submission Forms.

3.8.3 IBM SOFTWARE MAINTENANCE

3.8.3.1 IBM SOFTWARE LICENSING AND MAINTENANCE CHARGES

The Offeror shall include in the bid proposal an IBM Corp. software licensing and maintenance contract at a pre-determined fee for 60 months after acceptance by the Judiciary.

3.8.3.2 PERIODS OF MAINTENANCE SERVICE

The Offeror's software maintenance staff shall be able to respond on an on-call basis, twenty-four (24) hours a day, seven (7) days a week, including holidays. The Judiciary requires that the maintenance staff call back within twenty (20) minutes after the initial trouble call.

3.8.3.3 IBM SOFTWARE MAINTENANCE CONTRACT

The Offeror shall include IBM Corp. maintenance agreements with the Bid Submission Forms.

3.9 TRAINING (ON-SITE)

Some training will be necessary for operations and system software personnel in equipment operation and problem tracing and determination, and customization. The Contractor shall be prepared to conduct training whenever requested by the Judiciary at the Judiciary's site.

- a. Operator Training - The purpose is to provide operator personnel with two (2) hours extensive hands-on training in the operational use of the proposed equipment.
- b. System Programmer Training - The purpose is to provide group sessions with extensive training for systems software personnel in:
 1. Z9-BC-C01 Hardware overview
 2. Z/OS 1.8 system customization, system generation, and system configuration
 3. DS6800 Storage administration
 4. 3592 Tape Drive overview

3.10 QUALITY OF EQUIPMENT

- a. Equipment furnished under these provisions and specifications shall be NEW. All equipment supplied shall be labeled and/or embossed with the manufacturer's name, logo, serial number, and/or part number. It shall be free from defects which may render it unfit for use. Damaged or rejected items shall be immediately removed from the site and replaced with items meeting the Technical Specifications.
- b. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed by the contract.
- c. No payment, whether partial or final, shall be construed to be an acceptance of defective materials. The Contractor shall be liable for patent or latent defects, fraud, or gross misrepresentation that amounts to fraud.
- d. The Judiciary may, at any time, by written order, stop the delivery of equipment not conforming to these specifications. Such stop order shall not relieve the Contractor of the obligation to complete the contract within the contract time limits, nor shall it in any way terminate, cancel, or abrogate the contract or any part thereof.

3.11 MIGRATION SERVICES

- a. The Contractor shall provide services to migrate to the new replacement mainframe and to the Z/OS v1.8 operating system software. This includes on-site planning, installation, training, and testing.
- b. The Contractor shall also provide system configuration service, making sure devices are properly defined, all connections are correct, and alternate paths and addresses are in place.
- c. The IBM Z9-BC-C01 computer system shall be able to run all programs operating on the existing IBM Multiprise 3000 Model H30 computer system. In this regard, the Contractor will advise and assist Judiciary in obtaining and installing upgrades and/or patches to any currently installed IBM and non-IBM software to enable these programs to run on the newly installed Z/OS v1.8 operating system. The Contractor will also analyze and determine whether an upgrade or patch to any existing programs will be required on the current Z/OS v1.4 prior to upgrading to Z/OS v1.8.

The Contractor will provide a cost estimate for the cost of upgrading all currently running software.

- d. The Contractor shall provide services to migrate all data from the RAMAC DASD Storage System to the DS6800 Storage System.
- e. The Contractor shall provide services to migrate all data stored on the 3590 tapes to the 3592 tapes.

3.12 TECHNICAL HELP LINE

The Judiciary requires that three (3) Judiciary employees be able to access “IBM Resolve for zSeries” services for the length of the contract. IBM Resolve for zSeries services provide electronic query applications for searching vast databases of known hardware and software problems and technical information.

With IBM Resolve for zSeries, the Judiciary shall be able to access the following electronic applications:

- a. Access to realtime databases that include usage information, diagnostic information about IBM and non-IBM products, plus hints, tips and downloadable fixes
- b. Electronic problem notification with Authorized Problem Analysis Reports (APARs) and Program Temporary Fixes (PTFs)
- c. Easy searches by component name, program number, component ID or release number
- d. Critical information on zSeries product releases and changes to help you plan for future upgrades and installations

END OF SECTION THREE

SECTION FOUR - SPECIAL PROVISIONS

4.1 SCOPE

Work included in this agreement shall be TO FURNISH ,DELIVER, INSTALL, MAKE OPERATIONAL, LEASE, AND MAINTAIN an IBM Z9-BC-C01MAINFRAME, ASSOCIATED EQUIPMENT, AND Z/OS OPERATING SYSTEM SOFTWARE TO THE JUDICIARY, STATE OF HAWAII, in accordance with these Special Provisions, the Technical Specifications, and the General Conditions dated February 2001, and Procedural Requirements dated May 2003, attached hereto and made a part hereof. If there are any discrepancies between the General Conditions and the Special Provisions, the Special Provisions shall control.

4.2 JUDICIARY CONTACT PERSON

The Judiciary Contact Person or Officer-in-Charge for this project is Mr. Curtis Yamura of the Judiciary, Information Technology & Communications Division, Phone (808) 538-5355, FAX (808) 538-5377, email curtis.m.yamura@courts.state.hi.us .

4.3 REQUIRED REVIEW

Offeror shall carefully review this solicitation for questionable or objectionable matter. Comments concerning defects and objectionable material shall be made in writing and received by the Judiciary Contract & Purchasing Branch by the date listed in the SIGNIFICANT DATES of SECTION ONE or as amended. This will allow issuance of any necessary amendments. It will also help prevent a defective solicitation and opening of offers upon which an award cannot be made.

4.4 QUESTIONS RECEIVED PRIOR TO OPENING OF BIDS

All questions must be received in writing via mail or fax, by the date listed in the SIGNIFICANT DATES of SECTION ONE or as amended and shall be directed to:

The Judiciary, State of Hawaii
Contract & Purchasing Branch
Attn: Jonathan Wong
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

Phone: (808) 538-5805 Fax: (808) 538-5802

Offeror may provide its express mail service account number or Fax number so that responses may be sent to offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

4.5 OFFEROR QUALIFICATIONS

To assure the Judiciary that Offeror is capable of performing the work specified herein, Offeror shall meet the following requirements:

a. Certified Dealer

At the time Offer is submitted, Offeror shall be an authorized dealer of the equipment specified in this solicitation and shall have a formal business partnership with IBM Corporation.

b. License Requirement

Offeror must possess, if required by Hawaii State law, a current Hawaii State license to perform the services required in this IFB.

c. Service and Support Facilities

Through its partnership agreement with IBM Corporation, Offeror shall provide appropriate IBM technician services, inventory of replacement parts, and shop facilities for repairing and servicing equipment offered. Staffing and facilities shall be located on Oahu. Offerors shall be able to provide technical support services as required by The Judiciary.

The Judiciary reserves the right to inspect the repair and service facility to determine acceptability under this requirement. Failure on the part of Offeror to meet this requirement shall be cause for rejection of the bid.

4.6 OFFER PREPARATION

All offers must be typewritten on the Offer Forms provided and must be in accordance with the terms and conditions stated herein. All costs associated with offer preparation are the sole responsibility of Offeror. Any offer stating terms and conditions contradictory to those included herein shall be rejected without further consideration.

4.6.1 LEGAL NAME

Offeror is requested to submit his/her offer using Offeror's exact legal name, as registered at the Department of Commerce and Consumer Affairs, in the appropriate space(s) in the Offer Submission Packet. Failure to do so may delay proper execution of the contract.

4.6.2 BID PRICE

Bid prices shall be in the form of a 60 month Lease Agreement to include the acquisition, delivery to the Judiciary's site, all freight charges, site preparation, hardware and software installation and acceptance charges, trade-in allowance (including de-installation and removal) of equipment being replaced, warranties, hardware maintenance

contract, migration service, miscellaneous costs, Hawaii General Excise Tax, and any other costs incurred to complete the project, as specified. For the items to be leased, Offeror shall submit a copy of the Equipment Lease Agreement (Contractor's or Third Party) to be negotiated with their Offer.

Offeror shall complete Offer Summary Worksheet. In the event of a general price decline to all customers by the manufacturer prior to the commencement date indicated on the Notice to Proceed, the Judiciary shall receive the lower price.

4.6.3 PROPOSAL GUARANTY

A Proposal Guaranty is NOT required for this INVITATION FOR BIDS.

4.6.4 STATUTORY REQUIREMENTS OF SECTION 103-55, H.R.S.

The Wage Certificate in **SECTION FIVE - BID SUBMISSION PACKET**, shall be signed by Offeror as to Item 1 regarding applicable employee benefit laws of the Federal and State governments. Item 2 regarding employee wages is not applicable for this solicitation as there are no public employees performing work similar to the work required in this solicitation.

4.6.5 TAX CLEARANCE

See General Conditions, SECTION 25 and Procedural Requirements, SECTION 3.7 of the Procedural Requirements for instructions.

For sealed offer submittal purposes, your tax clearance must be valid on the solicitation's legal ad date or any date thereafter, up to the offer due date. A valid tax clearance certificate received with the offer will remain valid for the contract award.

4.6.6 BID SUBMITTAL

Offerors shall submit four (4) copies (1 original, 3 copies) of their completed Offer Forms no later than 2:00 p.m., H.S.T., on the date indicated on the NOTICE TO OFFERORS, or as amended, to:

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

Offers received after the above specified date and time will not be accepted.

4.6.7 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to the solicitation and all reports,

charts, displays, schedules, exhibits, and other documentation produced by the Offeror that is submitted as part of the bid will become the property of the Judiciary.

4.6.8 REFERENCES

The Offerors shall provide a minimum of three (3) references for computer systems installed and provided by the Offeror utilizing the same or similar models (previous models may be listed) to those systems proposed. The reference shall be listed in **SECTION 5.3, OFFEROR INFORMATION**. The Judiciary has the option of contacting any of the references listed for verification of Offeror's equipment and service performance.

4.7 METHOD OF AWARD

4.7.1 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

The award, if any, shall be made to the responsive and responsible Bidder submitting the lowest Total Bid Price. The Total Bid price shall be the Total Bid Price from the Cost Summary Worksheet.

In the case of calculation errors by the Bidders, the unit bid price shall govern.

4.7.2 TAX CLEARANCE

HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:
<http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

4.7.3 CERTIFICATE OF COMPLIANCE

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to

submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6th Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR, and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

4.7.4 CERTIFICATE OF GOOD STANDING

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

4.7.5 HAWAII COMPLIANCE EXPRESS

Alternatively, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/spolash/welcom.html> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Under Hawaii Law, Vendors must provide proof of compliance in order to receive a contract greater than \$25,000 with state and counter government entities in Hawaii. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be

required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:
<http://www.state.hi.us/tax/2003/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

4.7.6 TIMELY SUBMISSION OF ALL CERTIFICATES.

The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

4.7.7 INSURANCE.

The Contractor shall, at his own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:

1. Comprehensive General Liability Insurance (occurrence form) of **\$2,000,000** combined single limit.
2. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section.

4.8 CONTRACT EXECUTION AND EXTENSION

The lowest responsive and responsible bidder offering the Judiciary the most advantageous terms and receiving the award shall enter into a contract with the Judiciary. The contract commencement date shall be specified in the Notice to Proceed.

Unless terminated, the contract may be extended for three (3) additional twelve (12) month

periods without rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration of the contract. Furthermore, extension to the lease is contingent upon the monthly lease period for the extended period being negotiated and agreed to by the parties based on fair market value of the equipment and equipment maintenance charges only.

4.9 PROJECT ACCEPTANCE

4.9.1 INITIAL ACCEPTANCE

- a. The Judiciary's Initial Acceptance Test is the error free operation of its normal production applications, for a period of thirty consecutive (30) calendar days, using the z/OS v1.8 operating system on the new equipment as specified in this solicitation. The Judiciary's ITCD staff will perform extensive testing during this period.
- b. No charges shall be paid by the Judiciary until the new equipment has successfully met the Judiciary's Acceptance Test and the old equipment has been removed.
- c. In addition to the above, Contractor shall perform all diagnostic routines normally run on a system of this nature and turn the equipment over to the Judiciary in good working order. The Contractor shall certify in writing to the Judiciary that the equipment has been properly installed and is ready for use.
- d. Upon successful completion of the Initial Acceptance Test Period, the Judiciary shall notify the Contractor in writing of the Judiciary's acceptance of the installed equipment and authorize payments as proposed in the Offeror's Bid.

4.9.2 FINAL ACCEPTANCE

The Judiciary's Final Acceptance Test is the error free operation of its normal production workload, on the new equipment as specified in this solicitation using operating system, for a period of thirty (30) consecutive calendar days.

4.10 INVOICING

The Contractor shall submit monthly an original and three copies of the invoice to:

Information Technology & Communications Division
The Judiciary, State of Hawaii
Kauikaouli Hale
1111 Alakea Street, 9th Floor
Honolulu, Hawaii 96813-2807

4.11 CONTRACT STAFFING REQUIREMENTS

The Judiciary shall have the right, and the Contractor shall comply with any request, to remove personnel from all work on this project effective immediately upon notification by the Judiciary. Any such request from the Judiciary shall include a written statement indicating why removal of personnel is warranted.

Personnel whose names and resumes are submitted in Contractor's proposal shall not be removed from this project by the Contractor without prior written approval from the Judiciary. Substitute or additional personnel may not be used for this project until appropriate resumes are submitted to and approved by the Judiciary. The Judiciary shall not delay acting upon and shall not unreasonably withhold approval of Contractor's request to substitute personnel from this project for personal reasons (e.g., a family emergency), nonperformance, or personal benefit (e.g., promotional opportunity). In such an event, Contractor shall provide the Judiciary with prompt notice of anticipated substitutions and shall strive to provide replacement personnel with the same or greater skills and familiarity with the project to ensure that the quality of service provided and all applicable deadlines are not impacted due to such substitutions.

4.12 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

4.13 CONFLICTS AND VARIATION

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the Technical Specifications, the provisions of the document entitled Technical Specifications shall control.

4.14 OTHER SPECIAL PROVISIONS

4.14.1 LAW APPLICABLE.

The parties agree that in all matters relating to the performance and to the interpretation of this Agreement, the laws of the State of Hawai'i shall be the applicable law and shall control except insofar as federal law preempts Hawai'i law.

4.14.2 SERVICES AS AN INDEPENDENT CONTRACTOR

In the performance of the services required under this Agreement, CONTRACTOR shall be an independent contractor with the authority to control and direct the performance and details of the work and services required under this Agreement; however, JUDICIARY shall have a general right to inspect work in progress to determine whether in JUDICIARY's opinion, the work is being performed by CONTRACTOR satisfactorily and in accordance with the provisions of this Agreement.

All persons, if any, hired or used by CONTRACTOR shall be CONTRACTOR's employees or agents and CONTRACTOR shall be responsible for the accuracy, completeness, and quality of any and all work or services performed by its employees or agents. The performance by CONTRACTOR or its employees or agents, if any, of any of the duties under this Agreement shall not be construed as employment with the State of Hawai'i and shall not entitle CONTRACTOR, its employees or its agents to vacation, sick leave, retirement, or any other benefits afforded State employees. CONTRACTOR shall be solely responsible for payment of income, social security, and any and all federal, State or local taxes or payments of whatever nature to a governmental entity, liability for which may arise from the performance of duties under this Agreement.

4.14.3 CONFLICT OF INTEREST.

CONTRACTOR represents that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of CONTRACTOR's services under this Agreement.

4.14.4 CONSENT TO BREACH NOT WAIVER

No term or provision of the contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party granting the waiver or consent. In the event that either party grants a waiver or consent to a breach of a term or provision of the contract, such waiver or consent, whether expressed or implied, shall not constitute or be construed as a waiver of or consent to any other or further breach of that term or provision or any other different or subsequent breach.

4.14.5 SEVERABILITY

If any term or condition of the contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, conditions or application; to this end, the terms and conditions of the contract are declared severable.

4.14.6 DEFAULT AND REMEDIES

Refer to SECTION 10 and 11 of the GENERAL CONDITIONS. In the event of a material breach or nonperformance of any term or condition of this contract, the Judiciary may issue a written notice of default, specifying a period, not less than ten (10) working days, in which Contractor shall have the opportunity to remedy or cure the breach or nonperformance. Any time allowed for cure shall not diminish or eliminate the Contractor's liability for liquidated or other damages. If the default remains after the deadline for curing the default has passed, the Judiciary may exercise any one or more of the following options:

- a. Exercise any remedy provided by law;
- b. Terminate the contract and/or any related contracts or portions thereof;

- c. Impose liquidated damages at the sum of ONE HUNDRED DOLLARS (\$100.00) per day for any violation of the Contractor in failing to perform in whole or in part any of its obligations hereunder, or for nonperformance of the provision(s) of the contract, however (1) Contractor's liability for liquidated damages shall be limited to an amount not to exceed the contract price; and (2) liquidated damages shall constitute the sole and exclusive monetary remedy to the Judiciary for the specific damages for which they are paid;
- d. Suspend Contractor from receiving future solicitations;
- e. Purchase in the open market, a corresponding quantity of the services specified herein and deduct from any moneys due or that may thereafter become due to the Contractor, the difference between the price set forth in the contract and the actual cost thereof to the Judiciary. In case the remaining amount due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the Judiciary. This option may be exercised by the Judiciary for a period not to exceed 180 days after the deadline for curing the default has passed.

4.14.7 INSPECTION AND MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

All work provided by Contractor is subject to inspection, evaluation, and approval by the Judiciary's Officer-in-Charge, to ensure that the work is progressing on schedule and that it complies with the contract requirements. If the Officer-in-Charge determines that corrections or modifications must be made to assure compliance with the contract, the Officer-in-Charge may direct the Contractor to make such changes.

Contractor's failure to perform pursuant to the contract may cause the Judiciary to terminate the contract or exercise other remedies as set forth in **SECTION 4.14.6, DEFAULT AND REMEDIES**.

4.14.8 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Officer-In-Charge will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Pricing data must be provided to justify the price of such amendments.

The Contractor will not commence additional work until the Officer-In-Charge has secured the required Judiciary approvals necessary for the amendment and an executed written contract amendment has been issued.

4.14.9 LIMITATION OF REMEDIES

Circumstances may arise where, because of a default on Contractor's part or other

liability, the Judiciary is entitled to recover damages from Contractor. In each such instance, regardless of the basis on which the Judiciary is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor is liable for:

- a. Payments referred to in **SECTION 4.14.17, INTELLECTUAL PROPERTY INDEMNIFICATION**;
- b. Damages for bodily injury (including death) and damages to real property and tangible personal property; and
- c. The amount of any other actual direct damages or loss, up to the greater of \$100,000 or the contract price.

Contractor shall not be held liable for lost profits, lost savings, or other consequential damages (including loss of, or damage to Judiciary records or data) or for damages caused by negligence on the part of Judiciary personnel, or failure by Judiciary to perform its responsibilities.

Except as specified in **SECTION 4.14.10, RESPONSIBILITY FOR DAMAGE CLAIMS**, and **SECTION 4.14.17, INTELLECTUAL PROPERTY INDEMNIFICATION**, Contractor shall not be held liable for third party claims against the Judiciary.

4.14.10 RESPONSIBILITY FOR DAMAGE CLAIMS

Contractor shall indemnify, hold harmless, and defend the Judiciary, its officers, employees, and representatives from all lawsuits, actions, claims, damages and judgments that may be brought against the Judiciary on account of any bodily injuries or damages to real or tangible personal property sustained by any person or property due to the wrongful or negligent acts or omissions by the Contractor, or any of its officers, employees, subcontractors, assignees, or representatives in the performance of this contract, excepting only liability arising from the sole negligence of the Judiciary.

The Judiciary shall permit the Contractor to lead such defense and shall cooperate in the defense and any related settlement negotiations unless or until it deems there to be a conflict of interest in such dual representation by Contractor. In the event of a conflict of interest, the Judiciary may select and retain its own counsel to represent its interests at its own expense.

Contractor shall provide the Judiciary with the name, address, telephone and facsimile (fax) number of the person the Judiciary must notify upon receiving any lawsuit brought against it. The Judiciary shall endeavor to notify that designated person of the lawsuit within seven (7) working days upon receiving such notification.

Notwithstanding the foregoing, Contractor shall not be liable to the Judiciary under any provision of this clause for any claim or lawsuit against the Judiciary based upon the use of software or other product(s) provided by Contractor in a manner for which the product was not designed. Moreover, in no event shall Contractor be responsible for excessive wear or malfunction of the product it provides caused by the use by the Judiciary of products or supplies not conforming to Contractor's specifications.

4.14.11 WARRANTIES

All of the Contractor's and manufacturer's usual warranties shall become part of the contract, except that in cases of conflict between the Contractor's or manufacturer's warranties and the terms, conditions, and specifications in the solicitation and in the contract, the solicitation and the contract shall control.

4.14.12 TERMINATION

4.14.12.1 TERMINATION FOR CAUSE

Grounds for Termination: The Judiciary may, in its discretion, terminate the contract with Contractor for any of the following reasons:

- a. Contractor materially fails to begin the work or services as specified in the contract;
- b. Contractor materially fails to perform the work with sufficient workers, equipment, or materials to ensure prompt completion of the work;
- c. Contractor performs the work specified in the contract negligently, or neglects or refuses to remove materials or to perform work or services and the Judiciary deems such work or services to be unacceptable;
- d. Contractor discontinues the diligent prosecution of its work or services;
- e. Contractor becomes insolvent or is declared bankrupt; or
- f. Contractor otherwise materially breaches any term of the contract.

Process for Termination: The Judiciary shall give notice to the Contractor of any delay, neglect, or default and permit Contractor to cure any such delay, neglect or default. If Contractor, upon receiving such notice, does not cure such defect(s) within the time specified by the Judiciary (which shall not be less than ten working days), the Judiciary shall have full power and authority, without being deemed to have violated the contract, to take the prosecution of the work or services from Contractor and use such methods as the Judiciary deems necessary and appropriate to ensure completion of the contract in an acceptable manner. In this event, all reasonable costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, shall be offset from any monies due or which would or might have become due the Contractor had the Contractor performed the work under the contract. If such expense exceeds the amount that would have been payable to the Contractor under the contract, Contractor shall be liable and shall pay to the Judiciary the amount of that excess within ten (10) days after demand is made.

4.14.12.2 TERMINATION FOR LACK OF FUNDS

Pursuant to Section 103D-309, Hawaii Revised Statutes, except in certain instances, no contract entered into between the Judiciary and the Contractor shall be binding or of any force unless the Judiciary Financial Services Administrator

certifies that there is an available unexpended appropriation or balance of any appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

If the contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Administrator is permitted to certify only that portion of the total funds required for the contract that is available since funds may not be allocated to satisfy the Judiciary's obligations for periodic payments in future fiscal periods. In such an event, the Judiciary will not be obligated to pay the net remainder of the agreed to consecutive period payments remaining unpaid beyond the end of the then current fiscal year, and availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. The Judiciary agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Judiciary in the event this provision shall be exercised. This provision shall not be construed so as to permit the Judiciary to terminate the contract in order to acquire similar equipment from a third party.

4.14.13 AMENDMENT

The contract may be amended by the Judiciary and the Contractor for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained therein, or in regard to matters or questions arising under the contract as may be deemed necessary, provided that any such changes or modifications shall be in writing signed by the Judiciary and the Contractor.

4.14.14 PARTIES IN INTEREST

The contract shall be binding upon and inure to the benefit of the Judiciary and the Contractor and each of their respective successors in interest and permitted assigns.

4.14.15 RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to requirements of the contract that appears during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

4.14.16 CONFIDENTIALITY

Information pertaining to this solicitation or the services, data, or project to which it relates shall not be released to the general public without prior written approval from, and only in coordination with , the Judiciary.

Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law, shall be disclosed only as **provided by**

Federal law.

All financial, statistical, and personnel data and information relating to the Judiciary's operations which are designated as confidential by the Judiciary and made available to the Contractor in order to carry out the contract, or which becomes available to the Contractor in carrying out the contract, shall be protected by the Contractor from unauthorized use and disclosure, and the Contractor shall exercise reasonable care to hold such information in confidence. The ideas, concepts, knowledge, or techniques relating to data processing, developed during the course of the contract by the Contractor, or jointly by the Contractor and the Judiciary, in furnishing assistance by the contract, can be used by either party in any way they may deem appropriate. Nothing contained herein shall require the Contractor to hold in confidence any ideas, knowledge, concepts, or techniques relating to data processing. In addition, the Contractor shall not be required to keep confidential any data which is or becomes publicly available, is already in Contractor's possession, is independently developed by Contractor outside the scope of the contract, or is rightfully obtained from third parties. The Contractor, however, is required to secure the consent of the Judiciary prior to the release of any data designated as confidential by the Judiciary.

4.14.17 INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend or settle any claim, lawsuit, or proceeding brought against the Judiciary that is based on any claim that Contractor's work, including materials developed by Contractor pursuant to this Agreement, infringes upon a patent or copyright. The Judiciary shall endeavor to notify the Contractor Project Manager (as specified in SECTION 3.6.2) of any such claim, lawsuit or proceeding within seven (7) working days after receiving such notification.

Contractor shall pay all damages, costs and expenses incurred by such defense, including but not limited to, damages in law, relief in equity, settlement or compromise amounts, court costs, and attorneys' fees. The Judiciary shall permit Contractor to lead such defense and shall cooperate in such defense unless or until the Judiciary deems there to be a conflict of interest in such dual representation. In such an event, the Judiciary may select appropriate counsel to represent its interests, at its own expense.

If any equipment, material or software package provided by Contractor is adjudicated, deemed or otherwise held to infringe any patent or copyright, and use of such equipment, material, or software package is enjoined, or if equipment, material, or software package is likely to become the subject of infringement, the Contractor shall, at Contractor's option and expense: (1) procure for the Judiciary the right to continue using the equipment, material, or software package; (2) replace or modify the equipment, material, or software package so that they become non-infringing and have the same or additional functionality and comparable or improved performance characteristics; or (3) upon the Judiciary's return of the infringing equipment, material, or software package, refund to the Judiciary the consideration paid for such equipment, material, or software package, less any reasonable amount for the use the Judiciary had of said equipment, material, or software package.

Notwithstanding the foregoing, Contractor shall not be liable to the Judiciary under any provision of this clause if the patent or copyright infringement is based upon the use or

modification of the software provided by Contractor in a manner for which the software was not designed or modified, as specified in the solicitation.

4.14.18 SCHEDULE OF PAYMENT

Monthly payments shall be made upon presentation of Contractor's written invoices specifying that the work under this Agreement has been performed in conformance with this Agreement, and that Contractor is entitled to receive the amount requisitioned under the terms of the Agreement; each such invoice shall be approved by the Administrative Director of the Courts or his designee. Pursuant to Section 103D-328, HRS, final payment under this Agreement shall be made only upon receipt of a tax clearance obtained by the Contractor from the Director of Taxation, State of Hawaii and the Internal Revenue Service.

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period, or interest payment not in conformance with statute.

4.14.19 MATERIALS OWNERSHIP

Contractor or applicable third parties shall have all right, title, and interest (including copyright ownership) to materials created during the service performance period and for materials created prior to the service performance period. Contractor shall deliver one copy of the specified materials to the Judiciary. Contractor grants the Judiciary an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform and distribute, within the Judiciary only, copies of such materials. Contractor grants only those rights and licenses specified above to the Judiciary.

4.15 EQUIPMENT, SERVICES, AND SOFTWARE PROCUREMENT

Equipment procurement shall be initiated on the commencement date indicated by The Judiciary on the Notice to Proceed. Upon delivery, installation, and acceptance, Contractor shall forward the original invoice and three (3) copies to the Judiciary.

4.15.1 DOCUMENTATION AND MANUALS

The Contractor shall include operating, instruction, and technical manuals for all of the equipment and software specified.

4.15.2 ORIGIN OF EQUIPMENT

The Judiciary shall accept only newly manufactured equipment. No used or repaired equipment shall be accepted.

4.15.3 PRICE REDUCTIONS

In the event of a general price decline to all customers by the manufacturer prior to date of installation, the Judiciary shall receive either, the lower price, or, if a discount percent was requested in the offer, Judiciary shall receive the discount percent off the lower price. Should the manufacturer increase any price for contracted products, the price to the Judiciary will not be increased by the Contractor.

END OF SECTION FOUR

SECTION FIVE - BID SUBMISSION PACKET

**5.1 - OFFER FORM
INVITATION FOR BIDS NO. J08160
TO FURNISH, DELIVER, INSTALL, MAKE OPERATIONAL, LEASE,
AND MAINTAIN IBM Z9-BC-C01 MAINFRAME,
ASSOCIATED EQUIPMENT, AND Z/OS OPERATING SYSTEM
FOR THE JUDICIARY, STATE OF HAWAII**

OFFEROR: _____

Honolulu, Hawaii

_____, 2007

Financial Services Administrator
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

Aloha:

The following offer is made to provide the goods or services indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the proposal and the specifications for this contract and that the Financial Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be in the best interest of the Judiciary.

The undersigned hereby proposes to **FURNISH, DELIVER, INSTALL, MAKE OPERATIONAL, LEASE, AND MAINTAIN IBM Z9-BC-C01 MAINFRAME, ASSOCIATED EQUIPMENT, AND Z/OS OPERATING SYSTEM** * for the Judiciary, State of Hawaii, in strict compliance with the Agreement, Technical Specifications, Special Provisions, and General Conditions attached hereto and by reference made a part hereof, for the **TOTAL BID PRICE** of:

Dollars

(\$ _____).

- * Offeror shall bid on new IBM, Inc., brand equipment ONLY; bids on any other brand will not be accepted.

The undersigned represents: **(Check ✓ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

☐ Other _____

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address: _____

City, State, Zip Code _____

Date: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Respectfully submitted,

(x) _____
Authorized (Original) Signature

Name and Title (Please Type or Print)

* _____
Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

5.2 - COST SUMMARY WORKSHEET

Summary Total

The "TOTAL BID PRICE" for the 60-Month Pure/Straight Lease Agreement shall be the total based on the configurations stated in SECTION THREE - TECHNICAL SPECIFICATIONS.

ITEM NO.	DESCRIPTION	QTY	TOTAL PRICE
1	Furnish, deliver, install, test and make operational an IBM Z9-BC-C01.	1	\$
2	a. Services will include providing, in detail, all site work needed for successful installation of new equipment to operational status and to ensure the Judiciary Computer Room's operational environment conforms to the manufacturer's specifications. b. Services will include providing and installing all hardware electrical power receptacles. c. Services to install the new equipment and related components and migrate the Judiciary's normal production workload to operational status acceptable to the Judiciary. d. Services to integrate the new components with existing software, hardware, and data, tuning the system to achieve best results. e. Services to de-install and remove Multiprise 3000 Model H30.		\$
3	IBM Corp. Hardware Maintenance 24 hours a day 7 days per week for duration of the 5 year lease plan for the IBM Z9-BC-C01.		\$
4	Furnish, deliver, install, test and make operational Optica Converters		\$
5 ***	a. Services will include providing, in detail, all site work needed for successful installation of new equipment to operational status and to ensure the Judiciary Computer Room's operational environment conforms to the manufacturer's specifications b. Services will include providing and installing all hardware electrical power receptacles. c. Services will include providing all cables needed to provide connectivity between existing equipment, the Converters, and the new equipment. d. Services to integrate the new components with existing software, hardware, and data, tuning the system to achieve best results		\$
6	a. Cost for IBM z/OS v1.8 Operating System Software. b. Cost for Additional IBM Software		\$

ITEM NO.	DESCRIPTION	QTY	TOTAL PRICE
7	<ul style="list-style-type: none"> a. Services to install z/OS software, and other software listed in the Technical Specifications on the Z9-BC-C01 b. Services to integrate the new components with existing software, and hardware and tune the system to achieve best results. c. Services to upgrade non-IBM software for compatibility with the installed z/OS software d. Hardware and Software migration services. 		\$
8	IBM Corp. Software Maintenance 24 hours a day 7 days per week for duration of the 5 year lease plan		\$
9	IBM Resolve for z-Series (Help-Line) - 3 User ID		\$
10	a. Furnish, deliver, install, test and make operational IBM DS6800 Storage System		\$
11	<ul style="list-style-type: none"> a. Services to install the IBM DS6800 to operational status. Includes providing and installing Hardware Power Receptacles. b. Services will include providing, in detail, all site work needed for successful installation of new equipment to operational status and to ensure the Judiciary Computer Room's operational environment conforms to the manufacturers specifications. c. Services to integrate the new components with existing software, hardware and data, and tune the system to achieve best results. d. Services to migrate data from RAMAC to DS6800. e. Services to de-install and remove RAMAC. 		\$
12	IBM Corp. Hardware Maintenance 24 hours a day 7 days per week for duration of the 5 year lease plan for the IBM DS6800 equipment.		\$
13	Furnish, deliver, install, test and make operational IBM 3592 tape drives with included controller.	2	\$

ITEM NO.	DESCRIPTION	QTY	TOTAL PRICE
14	a. Services to install the IBM 3592 Tape Drive equipment to operational status. Includes providing and installing Hardware Power Receptacles. b. Services will include providing, in detail, all site work needed for successful installation of new equipment to operational status and to ensure the Judiciary Computer Room's operational environment conforms to the manufacturers specifications. c. Services to integrate the new components with existing software, hardware and data, and tune the system to achieve best results. d. Services to migrate data from IBM 3590 tapes to IBM 3592 tapes. e. Services to de-install and remove IBM 3590 Tape Drive equipment.		\$
15	IBM Corp. Hardware Maintenance 24 hours a day 7 days per week for duration of the 5 year lease plan for the IBM 3592 Tape and controller equipment.		\$
16 ***	TOTAL BID PRICE for 60-Month Lease Payment Agreement. **		\$
17 ***	MONTHLY LEASE PAYMENT AMOUNT (Item 16 above divided by 60 months.)		\$

** TOTAL BID PRICE includes all applicable taxes, lease fees etc., and should agree with the TOTAL BID PRICE shown on OFFER FORM, Page OF-1.

*** Upon successful installation of the hardware/software and migration of data onto the new system, should cost savings to the Contractor occur because certain items in the Cost Summary Worksheet were not necessary, the cost savings shall be passed on to the Judiciary through adjustment of monthly and annual payments.

18. Name and Address of third party leasing company receiving Monthly Lease Payment Amount:

(Submit a copy of the Equipment Lease Agreement to be negotiated and attached to this Offer.)

19. Submit Certified copy of 60-month equipment maintenance contract with the IBM Corp.

20. Submit Certified copy of 60-month software maintenance contract with the IBM Corp.

21. Submit Certified copy of 60-month contract with the IBM Corp. for "IBM Resolve for z-Series" services.

5.3 - OFFEROR INFORMATION

1. Company Name: _____
Local Address: _____

Headquarters

Address: _____

Representatives,

Titles and

Telephone Numbers: _____

2. Service/Parts Facilities

State the Service and Parts Facility name, address and telephone number:

3. References:

References shall include company name, address, three (3) persons to contact (and title), telephone number, system, and date installed. These systems shall be similar in model and size to the systems proposed in this offer. The Judiciary reserves the right to contact any of these references listed to inquire about the Offeror's equipment and services.

Reference/Contact

System/Date Installed

a. _____

b. _____

c. _____

4. Support Staff:

Offeror shall provide the names, titles, and years of experience of the following specialists:

a. Project Manager:

Name: _____

Title: _____

Years of Experience: _____

b. Installation Planning Specialist:

Name: _____

Title: _____

Years of Experience: _____

c. Local Maintenance Technicians on Oahu:

(1) Name: _____

Title: _____

Telephone No.: _____

Months of Experience: _____

(2) Name: _____
Title: _____
Telephone No.: _____
Months of Experience: _____

(3) Name: _____
Title: _____
Telephone No.: _____
Months of Experience: _____

5. System Specialist:

Name: _____
Title: _____
Years of Experience: _____

6. Storage Specialist:

Name: _____
Title: _____
Years of Experience: _____

7. Technical Consultant and Representative Qualification/Security Form

Each Offeror and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this Offer. Each technical consultant and representative who will be working on any Judiciary site *may* be asked to complete the following form. If asked by the Judiciary to fill the form, please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

Every Judiciary site is secured by the Sheriff's (Department of Public Safety) and/or by a guard service. Therefore, this form will also serve as a security form. All individuals who will be working on- site through this contract will have a security and background check done by the Judiciary.

Technical Consultant and Representative Qualification/Security Form

Please indicate with a check mark your role in this contract:

☐ _____ Technical Consultant

☐ _____

Your Full Name _____

Last Four digits of Social Security Number - _____

Employer _____

Employer Business Address _____

Business Telephone Number _____

Business Fax Number _____

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the field as described in this RFP: _____

Names and Dates of previous employers for the last 5 years:

Dates _____ Employer _____

Dates _____ Employer _____

Dates _____ Employer _____

5.4 - WAGE CERTIFICATE

(For Service Contracts)

Subject: REQUEST FOR PROPOSALS NO.: J08160
Project
Description: TO FURNISH, DELIVER, INSTALL, MAKE OPERATIONAL, LEASE,
AND MAINTAIN IBM Z9-BC-C01 MAINFRAME, ASSOCIATED
EQUIPMENT, AND Z/OS OPERATING SYSTEM
FOR THE JUDICIARY, STATE OF HAWAII

Pursuant to Section 103-55, Hawaii Revised Statutes, I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the Federal and State governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. N/A

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wages required by Section 103-55, Hawaii Revised Statutes.

Offeror: _____

Signature: _____

Name: _____

Title: _____

Date: _____

END OF SECTION FIVE

ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES

TAX CLEARANCE APPLICATION